



Purchase & Contract

ADMINISTRATION

Kathryn Johnston  
Secretary

Angie Dunaway  
Interim State Purchasing Officer

July 22, 2016

Thomas Jankiewicz, Executive Vice President, Law Enforcement Sales  
Sig Sauer, Inc.  
72 Pease Boulevard  
Newington, NH 03801

EXHIBIT 3

J. Barnes

3/28/2023

Reporter: Sharon Saalfeld  
RDR, CRR

**SUBJECT: Bid No. 201600834 Statewide Term Contract 260A – Ammunition & Firearms**

Dear Mr. Jankiewicz:

This is your official notification of award of contract to your company for a portion of the subject contract. The effective date of this contract shall be from **August 1, 2016 through July 31, 2019 with the option to renew for two (2) additional one-year periods.**

Note that all the requirements, and terms and conditions governing this contract are outlined in the bid document. An electronic copy of this contract is, or will be, posted on the Purchase and Contract website at <http://www.pandc.nc.gov/> (Click on "Term Contracts").

Per North Carolina State Term Contract requirements, only vendors and distributors registered with the Statewide Vendor Registration site are eligible to receive purchase orders. Both vendors and distributors are required to register within two (2) business days of notification of contract award. The [click here](#) to view the registration guide provides instructions on how to register. Additionally, vendors with authorized distributors are responsible to verify that their distributors are registered; [click here](#) to view the registration verification guide which provides instructions on how to verify registration status.

You will be contacted in the near future with instructions on what information is needed to satisfy the E-Procurement and/or electronic catalog requirements of this contract.


Under this contract, it is your privilege to circularize parties to this contract with supplementary information; however, any such information must concern only the items awarded to your company.

Sincerely,

Grant Braley  
Contract Administrator

Bid Number: 201600834

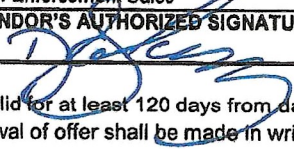
Vendor: Sig Sauer, Inc.

 <b>STATE OF NORTH CAROLINA</b> <b>Division of Purchase and Contract</b>	
<b>Refer <u>ALL</u> inquiries regarding this IFB to:</b> Grant F. Braley Category Manager Email: <a href="mailto:grant.braley@doa.nc.gov">grant.braley@doa.nc.gov</a> Phone: (919) 807-4519	<b>Invitation for Bids # 201600834</b>
	<b>Bids will be publicly opened: July 11, 2016</b>
	<b>Contract Type: Statewide Term Contract (STC 680A)</b>
	<b>Commodity: Police Equipment and Supplies CC: 680-00</b>
	<b>Using Agency: ***PURCHASE AND CONTRACT***</b>

**EXECUTION**

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.**

<b>VENDOR:</b> Sig Sauer, Inc.		
<b>STREET ADDRESS:</b> 72 Pease Boulevard	<b>P.O. BOX:</b>	<b>ZIP:</b>
<b>CITY &amp; STATE &amp; ZIP:</b> Newington, NH 03801	<b>TELEPHONE NUMBER:</b> 603-610-3000	<b>TOLL FREE TEL. NO:</b> 1-866-345-6744
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #11):</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b> Thomas Jankiewicz, Executive Vice President, Law Enforcement Sales		<b>FAX NUMBER:</b> 603-610-3012
<b>VENDOR'S AUTHORIZED SIGNATURE:</b> 	<b>DATE:</b> July 6th, 2016	<b>E-MAIL:</b> <a href="mailto:Tom.Jankiewicz@sigssauer.com">Tom.Jankiewicz@sigssauer.com</a>

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BID**

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of the Division of Purchase and Contract shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor bid response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

Case 4:22-cv-00048-D Document 62-3 Filed 04/27/23 Page 2 of 35

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this 22nd day of July, 2016, as indicated on the attached certification. by  (Authorized Representative of the Division of Purchase and Contract)



## Table of Contents

EXECUTION PAGES.....	2
1.0 PURPOSE AND BACKGROUND.....	6
1.1 OVERVIEW.....	6
2.0 GENERAL INFORMATION.....	6
2.1 INVITATION FOR BIDS DOCUMENT.....	6
2.2 E-PROCUREMENT SOLICITATION.....	6
2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	6
2.4 IFB SCHEDULE.....	7
2.5 INVITATION FOR BID QUESTIONS.....	7
2.6 BID SUBMITTAL.....	7
2.7 BID CONTENTS.....	8
2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	9
3.0 METHOD OF AWARD AND BID EVALUATION PROCESS.....	10
3.1 METHOD OF AWARD.....	10
3.2 PERFORMANCE OUTSIDE THE UNITED STATES.....	10
3.3 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	10
3.4 BID EVALUATION PROCESS.....	11
4.0 REQUIREMENTS.....	12
4.1 CONTRACT TERM.....	12
4.2 CONTRACT VALUE.....	12
4.3 ESTIMATED QUANTITIES.....	12
4.4 ORDERING INFORMATION.....	12
4.5 ORDER CHANNEL AND PAYMENT METHOD.....	12
4.6 MINIMUM ORDERS.....	12
4.7 TRANSPORTATION CHARGES.....	13
4.8 DELIVERY.....	13
4.9 SHIPMENT.....	13
4.10 IDENTIFICATION.....	13
4.11 PRODUCT RECALL.....	13
4.12 REFERENCES.....	13
4.13 FINANCIAL STABILITY.....	13
4.14 SERIAL NUMBERS.....	14
4.15 WARRANTY.....	14
4.16 RETURN POLICY.....	14
4.17 DEFECTIVE PRODUCTS.....	14
4.18 RESTOCKING POLICY.....	14
4.19 SALES PROMOTIONS.....	15

4.21	INVOICES .....	15
4.22	TAXES.....	15
4.23	NOTICE TO VENDORS – IRAN DIVESTMENT ACT.....	15
5.0	CONTRACT ADMINISTRATION.....	16
5.1	POST AWARD MANAGEMENT REVIEW MEETINGS.....	16
5.2	ACCOUNT MANAGER AND CUSTOMER SERVICE.....	16
5.3	REPORTING.....	16
5.4	CONTINUOUS IMPROVEMENT .....	16
5.5	CONTRACT CHANGES .....	17
5.6	POST AWARD PRODUCT SUBSTITUTIONS .....	17
5.7	CORE ITEM REVIEW AND UPDATES .....	17
5.8	PRICE ADJUSTMENTS.....	17
5.9	ELECTRONIC CATALOG.....	17
6.0	PRODUCT SPECIFICATIONS.....	18
6.1	CORE PRODUCTS.....	18
6.2	AGENCY FIREARMS .....	18
6.3	NON-CORE PRODUCTS, PARTS, ACCESSORIES & SUPPLIES .....	19
6.4	NC HIGHWAY PATROL-SPECIFIC REQUIREMENTS .....	20
6.5	BRAND SPECIFIC .....	21
6.6	SUSTAINABILITY.....	21
6.7	AUTHORIZED RESELLER.....	21
	ATTACHMENT A: INSTRUCTIONS TO VENDORS.....	22
	ATTACHMENT B: NORTH CAROLINA GENERAL TERMS AND CONDITIONS .....	25
	ATTACHMENT C: PRICING SUBMITTAL WORKBOOK.....	29
	ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR .....	30
	ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION .....	31
	ATTACHMENT F: SUPPLIER INFORMATION.....	32
	ATTACHMENT G: CERTIFICATION OF ELIGIBILITY UNDER THE IRAN DIVESTMENT ACT .....	33



# 1.0 PURPOSE AND BACKGROUND

## 1.1 OVERVIEW

The State through the Department of Administration (DOA) Division of Purchase and Contract (P&C) is seeking Vendors to supply the State's requirements for Ammunition and Firearms throughout the State of North Carolina to State Departments, Community Colleges, and Other Eligible Entities. The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer a savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The State intends to award this IFB for a term of three (3) years with the option to renew for two (2) additional one year periods. The State Departments, Community Colleges, and some State Agencies, for whom the use of this contract is mandatory. The contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities including but not limited to State Universities, Local Education Authorities (K-12 schools), and local governments in North Carolina.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

### 2.2 E-PROCUREMENT SOLICITATION

**ATTENTION: This is an E-Procurement solicitation. See paragraph #18 of Attachment E: North Carolina General Contract Terms and Conditions.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Statewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By execution of its bid, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.5 IFB QUESTIONS. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the State will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. **By execution and delivery of a bid in response to this this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid.**

Contact with anyone working for or with the State regarding this IFB other than the State Contract Specialist named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

## 2.4 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	June 22, 2016
Submit Written Questions	Vendor	June 29, 2016 – 5:00 PM EST
Provide Response to Questions	State	July 5, 2016 – 5:00 PM EST
Submit Bids	Vendor	July 11, 2016– 2:00 PM EST
Contract Award	State	July 20, 2016
Contract Effective Date	State	August 1, 2016

## 2.5 INVITATION FOR BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the due date in Section 2.4.

Written questions shall be e-mailed to [grant.braley@doa.nc.gov](mailto:grant.braley@doa.nc.gov) by the date and time specified above. Vendors should enter "IFB #201600834: Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

## 2.6 BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

Mailing address for delivery of bid:
<p><i>BID NUMBER: 201600834</i>  Department of Administration  Attn: Grant F. Braley  Division of Purchase and Contract  116 W. Jones Street  Raleigh, NC 27603</p>



**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

Note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

Vendors shall deliver one (1) signed, original executed bid response and one (1) electronic copy (on CD, DVD or flash drive) of your bid to the address identified in the table in this Section. Include only bids in response to this IFB in a sealed package. Address package and insert bid number as shown in the table in this Section. The electronic files shall not be password-protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Bids should be marked on the outside of the sealed envelope with the Vendor's name and Bid Number 201600834. If a Vendor is submitting more than one bid, each bid should be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a Bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this Invitation for Bids will not be accepted. Submit bids with the information above included on the outside the sealed bid package.

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. All attachments, with the exception of ATTACHMENT C: PRICING SUBMITTAL which is to be submitted electronically, shall be printed and submitted with the bid response. Vendor IFB responses shall include the following items and those attachments should be arranged in the following order:

- a. Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b. Execution Pages: Completed and signed version of EXECUTION PAGES, and signed receipt pages of any addenda released in conjunction with this IFB
- c. ATTACHMENT A: INSTRUCTIONS TO VENDORS
- d. ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- e. ATTACHMENT C: PRICING SUBMITTAL
- f. ATTACHMENT D: VENDOR UTILIZATION OF WORKERS OUTSIDE THE U.S.
- g. ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- h. ATTACHMENT F: SUPPLIER INFORMATION
- i. ATTACHMENT G: CERTIFICATION OF ELIGIBILITY UNDER THE IRAN DIVESTMENT ACT

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a. **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial bid, made in response to a request by the issuing agency.
- b. **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
- c. **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d. **COMMUNITY COLLEGES:** All fifty-eight (58) public North Carolina Community Colleges.
- e. **CONTRACT LEAD:** Representative of the [State entity] who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
- f. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- g. **EXTENDED PRICE:** The total price for bid for line item within the bid.
- h. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their bid, but no amount or charge not included as part of the total bid price will be paid.
- i. **IFB:** Invitation for Bid.
- j. **ON-TIME DELIVERY:** The delivery of all ordered items to the receiving point designated by the ordering entity within the delivery time required.
- k. **OTHER ELIGIBLE ENTITIES:** Entities, other than State Agencies, that are authorized to participate in and purchase from a Statewide Term Contract by complying with State rules and procedures and the terms and conditions set forth in the Contract resulting from this solicitation, including Non-profit corporations operating charitable hospitals; Local non-profit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services; Private non-profit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities; Private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development; Public and Private higher education institutions; Counties, cities, towns, and other local governmental entities; Public school units; Volunteer fire departments, rescue squads.
- l. **QUALIFIED BID:** A responsive bid submitted by a responsible Vendor.
- m. **STATE:** Refers to the State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions of higher education and other institutions.
- o. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Insurance, Department of Justice, Department of Labor, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Department of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Department of Information Technology, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller, Department of Military and Veteran Affairs.
- p. **STATEWIDE TERM CONTRACT:** A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
- q. **TOTAL EXTENDED PRICE:** The sum of all extended prices.
- r. **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual, or other entity submitting a response to an Invitation for Bid.



### 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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#### 3.1 METHOD OF AWARD

All qualified bids will be evaluated and award or awards will be based on the highest discount offered off Manufacturer's Suggested Retail Price (MSRP) or Manufacturer's Published Price List/Catalog resulting in the lowest Total Core Price. The intent of this IFB is to award a Contract to a single vendor for Core Products. The State also reserves the right to make separate awards to different Vendors for one or more Non-Core Products and Supplies Categories and/or individual items, to not award one or more Non-Core Products and Supplies Categories and/or individual items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's e-Procurement Services account(s) that is in arrears by 91 days or more at the time of bid opening shall be considered a relevant factor in determining whether to award a Contract under this IFB.

#### 3.2 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT B: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a. Total cost to the State
- b. Level of quality provided by the Vendor
- c. Process and performance capability across multiple jurisdictions
- d. Protection of the State's information and intellectual property
- e. Availability of pertinent skills
- f. Ability to understand the State's business requirements and internal operational culture
- g. Particular risk factors such as the security of the State's information technology
- h. Relations with citizens and employees
- i. Contract enforcement jurisdictional issues

#### 3.3 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to bid submission) or the status of the contract award (after submission) are excepted from this provision.

### 3.4 BID EVALUATION PROCESS

- a. Bids are requested for the items as specified. The State reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
- b. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
- c. The State shall review each bid received in response to this IFB to confirm it meets the specifications and requirements of the IFB. The State reserves the right to waive any minor informality or technicality in bids received.
- d. For all bids that pass the initial review process, the State will review and assess the Vendors' pricing as described in the IFB. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification. Negotiations and/or BAFOs, if conducted/utilized, will occur as part of this step.
- e. After final prices are reviewed and assessed the State determine the awards structure that is most advantageous to the State.

The State reserves the right to reject all original bids, negotiate, and/or request one or more of the Vendors submitting bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated. This right extends to the State's ability to conduct a reverse auction as part of the negotiation process, if it so chooses.

If a Vendor selected for award has an E-Procurement Services Account(s) that is in arrears by 91 days or more at the time of bid opening the E-Procurement Services Account Status shall be considered a relevant factor in determining whether to approve the award of a Contract under this IFB.

Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

**NOTE:** During the evaluation period and prior to award, all information concerning the bid and evaluation is confidential, and possession of the bids and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State.



## 4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Contract shall have a **term of three (3) years from the date of an award with the option to renew for two (2) additional one year periods.** The Vendor shall begin work under the Contract within seven **(7) business days** of Contract Effective Date.

At the end of the Contract's initial term, the State shall have the option, at its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than **30** days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 6 months in 3-month-or-less increments.

### 4.2 CONTRACT VALUE

The total potential purchases under this Contract by mandatory and non-mandatory entities could exceed **\$13,000,000.00** during the initial three-year Contract term.

### 4.3 ESTIMATED QUANTITIES

All product quantities listed in the IFB are estimates based on the State's historical needs. The State shall not be obligated to purchase the amount represented by the estimated quantities contained herein or any other quantities. The successful Vendors shall be required to fulfill the State's complete requirements nonetheless. Quantities referenced herein are **three (3) year estimates.**

### 4.4 ORDERING INFORMATION

Upon award of the contract the Vendor shall provide to the State toll free phone and fax numbers that users of the contract can utilize to conduct business with the Vendor. If orders are required to be placed with a Vendor's authorized dealer(s) phone and fax numbers are to be provided for all authorized dealers. Regardless of the ordering channel utilized (E-Procurement, phone, fax, email, or in person) or payment method (direct payment, credit card) the State shall receive contract pricing when purchasing contract items from the Vendor.

### 4.5 ORDER CHANNEL AND PAYMENT METHOD

The State expects the vast majority of orders to be submitted electronically through the State's E-Procurement System. However, the State recognizes that orders may be placed at times through alternate channels such as by phone, through email, or in person and that buyers may also utilize, at times, a procurement card (State credit card) as a method of payment. Regardless of the order channel or payment method, the State shall receive Contract pricing when purchasing Contract items from the Vendor.

### 4.6 MINIMUM ORDERS

The minimum order amount, qualifying for prepaid transportation, for any single order of ammunition is three (3) cases or one (1) firearm. The State shall be required to use this contract for orders less than the minimum order amount. However, in such cases the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount should be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

#### 4.7 TRANSPORTATION CHARGES

All goods shall be delivered **FOB DESTINATION STATEWIDE** for orders equal to, or greater, than the minimum order amount, when shipped to a single destination. Orders for less than the minimum order amount will be dispensed, with transportation charges added to the invoice as a separate item. Transportation charges levied by the Vendor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the Vendor from the contract. In instances where the Vendor makes partial shipments of an order to one destination which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with **NO** additional transportation charges.

#### 4.8 DELIVERY

Vendors are requested to make deliveries within **thirty (30) days** after a receipt of an order. If the Vendor is unable to make the above delivery timeframe, please state here the earliest guaranteed delivery time you can offer **90** days for firearms and **90** days for ammunition. The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Vendors are cautioned that excessively long delivery schedules, as determined by this Division, may be cause for non-award. The state expects that the delivery schedule offered herein to be firm and fully expects compliance with the stated delivery schedule. Failure of the Vendor to meet contracted delivery schedules shall constitute cause for removal from the contract.

In the event the delivery is not received within the contract delivery period, the Vendor may be held in default in accordance with Attachment B, **DEFAULT AND PERFORMANCE BOND**, in the North Carolina General Contract Terms and Conditions, and the State may procure the articles or services from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

#### 4.9 SHIPMENT

Each firearm shall be packaged individually in a protective box. Integrity of the packaging material shall be maintained at all times. Each firearm shall be complete in package upon receipt by the State. Each package shall have the name of the ordering agency's purchase order number clearly marked for easy identification.

#### 4.10 IDENTIFICATION

The purchase order number, when an order is placed using a purchase order, shall be shown on all shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all shipping manifests. Vendors shall not ship any products until they have received an order.

#### 4.11 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

#### 4.12 REFERENCES

The State reserves the right to require, upon its request, a list of users of the exact items being provided to the State. The State may contact the references.

#### 4.13 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.



#### 4.14 SERIAL NUMBERS

Each firearm shall have an individual serial number engraved and easily readable. Each pistol serial number shall be 100% traceable per requirements by the Bureau of Alcohol, Tobacco and Firearms and/or other applicable agencies. Each invoice shall also indicate the serial number for the guns ordered.

#### 4.15 WARRANTY

The manufacturer's standard warranty shall apply unless otherwise stated. In addition, Vendor guarantees items provided to be free from any and all defects in material, packaging and workmanship and shall replace defective items promptly at no charge to the State. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the State.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☒ Yes ☐ No

Will the Vendor provide warranty service? ☒ Yes ☐ No, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: Sig Sauer, Inc.  
Company Address: 18 Industrial Drive  
Exeter, NH 03833  
Contact Person (name): John Sheppard  
Contact Person (phone number): 804-908-0649  
Contact Person (email): john.sheppard@sigsauer.com

#### 4.16 RETURN POLICY

Vendor shall accept merchandise returns from the State for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to the State, whichever the State requests, within thirty (30) business days on all returns of ordered product that are in original packaging and in re-sellable conditions.

#### 4.17 DEFECTIVE PRODUCTS

In the event that a product is found to be defective, vendor agrees to replace the item immediately or within 7 calendar days at no additional charge to the State. Failure to do so may cause vendor to become ineligible to receive future contract awards or purchase orders.

#### 4.18 RESTOCKING POLICY

Vendor shall not impose a restocking fee on the State for merchandise that has been returned, unless it is a specialty item and the State has been notified in writing, at the time of order placement, of the potential restocking fee. If any item is returned due to damage, incorrect product shipped, Vendor order entry error, or any other cause reasonably assumed to be the fault of the Vendor, the Vendor shall not impose a restocking fee.

#### 4.19 SALES PROMOTIONS

Vendor may conduct sales promotions involving price reductions for a term shorter than contract term. A Vendor shall submit to the Contract Manager documentation related to the sales promotion which contains the following: (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to current contract prices. Promotional prices shall be available to all users. Upon approval of the sales promotions by the Contract Manager, the Vendor may offer the sales promotion to the State.

#### 4.20 TRAINING

If needed, training shall be coordinated between the ordering Agency and the successful Vendor. The ordering agency shall contact the Vendor to arrange training as needed. Vendors may need to provide the following training upon request from the ordering Agency.

- Basic operator training program to Instructor Level Staff
- Armor Level Training, certifying Armorers per the awarded manufacturer's requirements for certification.
- On-going recertification of the previously trained Armorers as per the awarded manufacturer's requirements.

All training shall be provided by an authorized factory trained manufacturer's representative. Manufacturer shall provide all literature and training material required.

#### 4.21 INVOICES

It is understood and agreed that orders will be shipped at the established contract price in effect on **date orders are delivered**, provided the orders are placed for immediate (not more than 24 hours) delivery. Orders placed with a specified future delivery date (more than 24 hours from time order is placed) will be subject to any approved price adjustment in effect before said delivery. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoicing at variance with this provision will subject the contract to cancellation.

Vendor shall invoice the Ordering Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Buyer with an invoice for each order. Invoices must include detailed line item information to allow Buyer to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices.

- Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyers Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure

At a Buyer's request, the Vendor shall provide Consolidated Invoicing. A Buyer may request the Consolidated Invoice including a summary of orders in addition to detailed line item information. Consolidated Invoices are to be provided on a cycle and format determined by the Authorized User. In addition to the fields listed above for a standard invoice, Consolidated Invoices are required to include the following data elements:

- Order Dates for Each Order, Agency's Order Number for Each Order, & Extended Costs Separated by Order Dates

If a Vendor offers a discount for prompt payment, the Vendor shall include the terms of the discount on all invoices, the amounts which are due if the Buyer meets the terms, and the date for which the prompt payment discount(s) expire.

#### 4.22 TAXES

No taxes shall be included in any bid prices.

#### 4.23 NOTICE TO VENDORS – IRAN DIVESTMENT ACT

Pursuant to G.S. 143C-6A-6, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 143C-6A-4, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 143C-6A-1 *et seq.* requires that each Vendor, prior to contracting with the State, complete ATTACHMENT G: CERTIFICATION OF ELIGIBILITY.



## **5.0 CONTRACT ADMINISTRATION**

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### **5.1 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the State, shall meet periodically (e.g., quarterly) with the State for Management Review meetings. The purpose of these meetings will be to review the quarterly management report, discuss Vendor and State performance, address issues, review sales data, review continuous improvement and cost saving ideas, discuss market trends, and discuss any other pertinent topics.

### **5.2 ACCOUNT MANAGER AND CUSTOMER SERVICE**

Vendor shall designate and make available to the State a dedicated account manager. The account manager shall be the State's point of contact for Contract related issues and/or issues which need to be escalated above customer service representatives. The account manager shall be available 8:00 AM to 6:00 PM ET on State business days. If the account manager is out of the office, for any reason, the account manager shall designate an alternate point of contact.

The Vendor shall maintain a toll-free customer service number to provide assistance as needed. Customer service representatives shall be available through the Vendor(s)'s toll-free customer service number from 8:00 AM to 6:00 PM ET on State business days.

The Awarded Vendor shall provide an Account Manager and Customer Service plan for North Carolina within 10 business days of award.

### **5.3 REPORTING**

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within 30 days upon request. A template for such report may be provided by the State at its discretion.

The Vendor shall provide Quarterly Management Reports to the designated Contract Specialist and other ad hoc reports to the designated Contract Specialist and/or Buyers. The Quarterly Management Report shall include the following information as stated here; Quarterly Management Reports and submitted to the following e-mail address ([PCReports@doa.nc.gov](mailto:PCReports@doa.nc.gov)) and copy the contract specialist. Issues identified by the Vendor related to Vendor performance or the State's usage of the Contract

The reports should be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Word. The Vendor shall submit the Quarterly Management Reports by the 15<sup>th</sup> of the month following the end of the quarter. The Quarterly Management Report delivery schedule is included below:

- **By October 15<sup>th</sup>:** Q1 Quarterly Management Report for July – September
- **By January 15<sup>th</sup>:** Q2 Quarterly Management Report for October – December
- **By April 15<sup>th</sup>:** Q3 Quarterly Management Report for January – March
- **By July 15<sup>th</sup>:** Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the Contract start date does not align with the start of a quarter the initial Quarterly Management Report will be for the period from the Contract start date to the end of the initial quarter.

### **5.4 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

## **5.5 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. If the Vendor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the Vendor to apprise such parties of all such Contract Amendments.

## **5.6 POST AWARD PRODUCT SUBSTITUTIONS**

Post award product substitutions are not permitted without prior written approval from the Contract Specialist. Proposed substitutions shall be at the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

## **5.7 CORE ITEM REVIEW AND UPDATES**

The State may choose to add or remove items from the Core List at its discretion. Pricing for any items added shall be equal to or lower than the price of the item to the State prior to addition to the Core List. The Vendor shall add or remove items in a timely manner upon receipt of a request. Additionally, the Vendor shall work with the State and provide suggestions on Core List item changes if requested and otherwise support modifying the Core List.

It is understood that over the course of the initial contract term, certain products may be discontinued by the manufacturer, or undergo changes in design, color, and packaging. These changes shall be promptly communicated to the Contract Manager along with a recommendation for a replacement product. Recommended replacement products must be of a quality equal to or better than the original Core List item at a price equal to or lower than the original Core List item.

## **5.8 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be fixed for the first **180 Days** of the contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation of the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

## **5.9 ELECTRONIC CATALOG**

Each Vendor shall submit with its proposal an electronic copy of its proposed catalog of items it proposes to make available for purchase under the scope of this RFP. The electronic catalog shall provide the following information for each item: product manufacturer name, product manufacturer item number, item description, unit of measure, and Vendor List Price. The catalog shall be submitted in MS Excel format on a compact disk (CD) and must be clearly labeled with the name of the Vendor and date that the catalog was last updated.

The State may request, at any time after award of the contract, an electronic copy of the catalog which shall be provided by the Vendor within five (5) business days of the request. The electronic catalog provided post contract award shall also include the contract net price to the State for each item in addition to the other information required in this Section.



## 6.0 PRODUCT SPECIFICATIONS

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### 6.1 CORE PRODUCTS

Core Products shall be referenced in ATTACHMENT C, PRICING SUBMITTAL WORKBOOK, AMMUNITION CORE ITEM WORKSHEET. Vendor must bid on all items and provide the maximum percentage discount offered off MSRP or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.). Any price list other than a manufacturer's current published price list is unacceptable.

### 6.2 AGENCY FIREARMS

Referenced below is a list of firearms currently used/requested by State Agencies.

#### **Bushmaster**

BCW16M4 Rifle

#### **Glock**

Glock G22-GEN4, .40 CA W/Glock Night Sights W/3 High Capacity Law Enforcement Mags

Glock G21-GEN4, .45 caliber with Glock Night Sights with 3 High Capacity Law Enforcement Magazines

Glock 23

31/G4, .357 SIG.CA, W/Glock Night Sights, 3 High Capacity Mags

32/G4, .357 SIG.CA, W/Glock Night Sights, 3 High Capacity Mags

Glock 22 4TH GEN, .40 CA, W/Night Sights & Engraved

#### **Heckler & Koch**

MP-5 9MM Subgun

#### **IWI**

IWI Tavor X-95

#### **Mossberg**

500, 12 gauge pump shotgun, bead site, synthetic stock, Marinecote finish

#### **Remington**

.870, .12 GA Shotgun

870 Police Magnum, 20" Barrel Synthetic Stock

700 LTR Police Sniper Rifle

#### **Sig Sauer**

P320 Carry, .45 cal

516, .223 cal

P226R

M400 MOE Rifle

P229 (Semi-Automatic, 9MM)

#### **Smith & Wesson**

M&P AR-15 Rifle

M&P .40 CA

M&P AR-15X Rifle

### 6.3 NON-CORE PRODUCTS, PARTS, ACCESSORIES & SUPPLIES

Bids shall be based on a percentage discount off the current manufacturer's suggested retail price (MSRP) or other manufacturer's current published price listing (List Price, Suggested Retail Price, etc.). Any price list other than a manufacturer's current published price list is unacceptable. A discount shall be provided for each category shown below where the manufacturer offers a product, part, accessory and/or supply. **Core Products shall not be included in Section 6.1.**

Vendor shall provide a discount for firearms currently used by State Agencies. Quantities purchased by State Agencies is currently unavailable. The intent is State Agencies could purchase multiple quantities of these firearms throughout the term of the contract.

**Manufacturer's current published price listing (List Price, Suggested Retail Price, etc.) shall be included with its bid by electronic means; i.e. CD, Flash Drive, etc.**

Each Vendor shall offer the manufacturer's complete line for the categories shown in ATTACHMENT C, PRICING SUBMITTAL WORKBOOK, NON-CORE ITEM WORKSHEET.

Firearms		Ammunition	
Manufacturer	Category	Manufacturer	Category
Glock	I	Speer	XI
Bushmaster	II	Remington	XII
Sig Sauer	III	Federal	XIII
Heckler & Koch	IV	Winchester	XIV
Smith & Wesson	V	Hornady*	XV
Benelli	VI		
Remington	VII		
Mossberg	VIII		
IWI	IX		
Del-Ton*	X		

\* Manufacturers products currently used by local governments \*



## 6.4 NC HIGHWAY PATROL-SPECIFIC REQUIREMENTS

### PATROL RIFLE

#### General Specifications:

- AR-15 Style Carbine Rifle manufactured by Smith & Wesson M&P
- Upper and lower receiver made of 7075T6 forged aluminum
- Black in color-emblem engraved
- Picatinny rail on upper receiver must be T marked
- Anodized lower receiver with Semi-Auto Trigger Group
- Lower receiver extension must meet Mil-Spec Specifications
- 6 position collapsible stock, Black in color
- Certificates of Conformance (Steel testing)
- Existing Lifetime Warranty
- Lower receiver extension castle nut must be properly staked
- NC Highway Patrol Trooper Badge laser engraved on the right side of the lower receiver
- Front sight post must be a Trijicon® front sight post with tritium insert
- Pistol grip Standard A2, Black in color
- Handguard must be carbine length with heat shield, Black in color
- Lifetime Factory Warranty

#### Barrel Specifications:

- Barrel steel must be tested for metallurgy and certified
- Barrel steel must be 4140 or 4150 grade steel
- Chrome lined
- Chamber must be chrome lined
- Feed ramps must be machined into upper receiver to match the feed ramps on the barrel extension
- 5.56 NATO marked barrel with 1/7 twist
- 5.56 NATO Chamber
- Parkerized Finish
- 11.5" or 14.5" barrel
  - If 11.5" barrel is selected by purchaser it will be equipped with a standard A2 flash hider
  - If 14.5" barrel is selected by purchaser it will be equipped with a Smith Enterprise Vortex® flash eliminator which is permanently pinned and welded to the barrel
- Front sight base must be of the correct height to be used with an 11.5" or 14.5" barreled carbine rifle and must be marked with an "F" to designate this.
- Barrels must be pressure tested
- Side sling swivel mounted on the barrel under the front sight base

#### Bolt Carrier Group and Bolt Specifications:

- All bolts must be Magnetic Particle Inspected
- All bolts must be shot-peened
- All bolts must be pressure tested and proofed
- Extractor must have a 5 coil extractor spring and black extractor buffer insert and O-ring placed around the extractor spring
- Gas Key bolts must be properly staked from the side to prevent movement of the gas key bolts
- Gas Key must be chrome lined

#### Rear Sight Specifications:

- Must meet or exceed specification requirements of Lewis Machine and Tool, Inc. Tactical Adjustable Rear Sight (L8A)
- Adjustments must match current M4 Carbine Type operation, both in function and capability

**Additional Provider Requirements:**

- The provider must supply four (4), 30-round black Magpul PMAG magazines with anti-tilt followers with each weapon
- The provider must supply a tactical sling that meets or exceeds the specifications of a Viking Tactics, Inc. Two Point MK2 Wide Padded Sling, Black in Color, Model number VTAC-MK2 for each weapon
- The provider must supply a Standard Military Cleaning Kit (MIL SPEC) with each weapon
- The provider must supply Eagle Industries Bandoliers #PB-M4/4-M9-2 or Blackhawk Bandolier #55RB01BK to match current inventories and training for each weapon.

**SIGSAUER P226R SEMI-AUTOMATIC PISTOL**

- Model: P226R | part # "WE26R-357-NCSHP"
- Caliber: .357 SIG
- DA/SA trigger system with SRT option
- Each pistol includes three (3) magazines, with twelve (12) round capacity
- Siglite® front & rear night sights
- Black Nitron® finish
- E2 polymer grip
- NCSHP uniform badge engraved on top of slide between rear sight & ejection port

**6.5 BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis from disqualifying a proposal from further consideration.

**6.6 SUSTAINIBILITY**

According to the NC General Statute 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content? ☐ Yes ☒ No

If yes, what is the post-consumer recycled content? 0 % What is the total recycled content? 0 %

Does the packaging for the items being offered have any recycled content? ☐ Yes ☒ No

If yes, what is the post-consumer recycled content? 0 % Can this packaging be recycled? ☒ Yes ☐ No

**Other sustainable properties:**

Firearms are repairable.

**6.7 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Failure to provide the statement shall constitute sufficient grounds for rejection of Vendor's offer, in the discretion of the State.

Authorized: ☒ YES ☐ NO

Attached Manufacturer's Authority: ☒ YES ☐ NO

**Attachments to this IFB begin on the next page.**



## ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution page (page 3 of the IFB) in the indicated space will render bid non-responsive and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract resulting here from, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications in Sections 2, 4, and 5 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Bid.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Vendor must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Bids that do not comply with these requirements shall constitute sufficient grounds to reject the bid.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - All copies of the bid are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.



- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order 150 (1999), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
  11. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying percentage increases to any bid by a North Carolina resident Vendor. The "Principal Place of Business" is defined as the principal place from which the trade or business of the Vendor is directed or managed.
  12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
  13. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract awarded by the Secretary of Administration or by an agency in an awarded amount of at least \$25,000 resulting from this solicitation, the Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request shall be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B. 1519 (01 NCAC 05B .1519).
- If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Vendor to be awarded a Contract pursuant to Executive Order #50 (price-matching opportunity), the State Purchasing Officer or procurement officer may request the North Carolina resident Vendor to produce documentation substantiating the North Carolina resident Vendor's qualification for the subject preference. These documents should be requested and received prior to any decision on whether to deny or grant a protest meeting. As provided herein, the North Carolina resident Vendor is required to produce to the State the requested documentation within five (5) business days of the State's request and failure to produce the documents within that time period may result in the cancellation of the Contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Vendor submits to the State in connection with the resolution of a protest shall **not** be disclosed to the protester pursuant to G.S. §132-1.1 and §105-259(b) and the State shall preserve the confidentiality of such documents
14. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.



15. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this IFB. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
16. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this IFB and in formal Addenda issued through IPS.
17. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <http://www.pandc.nc.gov/>.
19. **WITHDRAWAL OF BID:** a bid may be withdrawn only in writing and actually received by the office issuing the IFB prior to the time for the opening of bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting bids are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
21. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
22. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.



## ATTACHMENT B: NORTH CAROLINA GENERAL TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In case of default by the Vendor for any reason, the State may procure substitute goods from other sources and hold the Vendor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful Vendor without expense to the State.

**The Vendor shall be in default, if its Certification submitted for a price-matching preference under Executive Order #50 and G.S. §143-59 was false and/or contained materially misleading or inaccurate information, and/or Vendor failed to provide information and documentation requested by the State to substantiate Vendor's Certification.**

In addition, in the event of default by the Vendor under this Contract, the State may immediately cease doing business with the Vendor, immediately terminate this contract for cause and debar the Vendor from doing future business with the State.

Upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately terminate, for cause, this Contract and take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
  - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.



8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this IFB, are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

11. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
12. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
13. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
14. **ASSIGNMENT:** No assignment of the Vendor's obligations or the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.



**15. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**16. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

**17. TERMINATION FOR CONVENIENCE:** Following an initial ninety-day period from the date of award, either Party may terminate this Contract for any reason by providing 30 days' notice in writing to the other Party. If the contract is terminated by the State as provided in this section 17, the Vendor shall be paid for all performance completed and accepted by the State, less payment or compensation previously made. If terminated by the Vendor, Vendor shall complete delivery of any orders by the State received by the Vendor at the time notice is received.

**18. ELECTRONIC PROCUREMENT:** (a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

(b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.



(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to North Carolina General Statute §147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to N.C.G.S. §105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any Addenda hereto, and the Vendor's bid are incorporated herein by reference as though set forth verbatim.  
  
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
21. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
22. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
23. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

*Bid Number: 201600834*

*Vendor: Sig Sauer, Inc.*

### **ATTACHMENT C: PRICING SUBMITTAL WORKBOOK**

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The Pricing Submittal Workbook can be found at the following link:

<http://www.pandc.nc.gov/Documents/BidReferenceFile/AttachmentCPricingSubmittalWorkbook.xlsx>

Instructions on how to complete can be found on the first worksheet in the Pricing Submittal Workbook.



## **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

In accordance with NC General Statute §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States?

☐ YES ☒ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States ☒ YES ☐ NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

72 Pease Boulevard  
Newington, NH 03801  
United States

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**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: Sig Sauer, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: June 19th, 2015

☒ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☒ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

---

Signature

July 6th, 2016

Date

Thomas Jankiewicz

Executive Vice President Law Enforcement Sales

Printed Name

Title

[This Certification Must Be Signed By the Same Individual Who Signed the Bid Execution Page.]



## **ATTACHMENT F: SUPPLIER INFORMATION**

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Vendor is requested to complete the following forms:

- NC Supplier Contact Form (Worksheet 1)
- Service and Distribution Form (Worksheet 2)
- Ordering Information Form (Worksheet 3)

**Click on the following link to access this Excel Spreadsheet.**

**<http://www.pandc.nc.gov/Documents/BidReferenceFile/AttachmentFSupplierInformation.xlsx>**

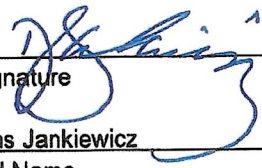
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**ATTACHMENT G: CERTIFICATION OF ELIGIBILITY UNDER THE IRAN DIVESTMENT ACT**

Pursuant to G.S. 143C-6A-6, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 143C-6A-4, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 143C-6A-1 *et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Sig Sauer, Inc.

By:  \_\_\_\_\_  
Signature Date

Thomas Jankiewicz \_\_\_\_\_  
Printed Name Title

Executive Vice President Law Enforcement Sales

The State Treasurer's Final Divestment List can be found on the State Treasurer's website <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

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## Pricing Submittal Workbook Instructions

### **Ammunition Core Item Worksheet**

The following instructions must be followed in completing the Ammunition Core Item Worksheet:

- 1) Vendor must supply all items referenced in Core Item Worksheet.
- 2) Enter Vendor name in space provided.
- 3) Vendor must enter the same maximum percentage discount offered for all core items in space provided at top of Core Item Worksheet.
- 4) Vendor must enter the MSRP for each core item from the most current manufacturer's published price list or catalog.
- 5) Core Item Worksheet will automatically calculate the Unit Price and Total Extended Cost for each core item and Total Core Price for the Core Item Worksheet.
- 6) Vendor must enter additional percentage discount for each tier level.

### **Non-Core Item Worksheet**

The following instructions must be followed in completing the Non-Core Item Worksheet:

- 1) Enter Vendor name in space provided.
- 2) For the Agency Request Section, Vendor must enter the most current manufacturer's published MSRP price list or catalog. Vendor must enter the maximum percentage discount offered for each firearm.
- 3) Each Firearm and Ammunition Category must include all products, parts, accessories and supplies for each Manufacturer offered by Vendor.
- 4) Vendor does not have to submit a bid for all categories. Vendor can submit bids on multiple manufacturers.
- 5) Vendor must enter the most current manufacturer's published MSRP price list or catalog.
- 6) Vendor must enter the manufacturer's published MSRP price list or catalog publication date.
- 7) Vendor must enter the maximum percentage discount offered for each category.
- 8) Enter Additional Charges for Engraving and Training and provide, if applicable, a monetary discount for Agency provided Serial Numbers.
- 9) Vendor must enter additional percentage discount for each tier level.

## Non-Core Item Worksheet

Vendor:

Sig Sauer, Inc.

Firearms

Agency Request:

Manufacturer	CatalogID/Price List Name	CatalogID/Price List Name Date	Vendor Discount
<b>Bushmaster</b>			
BCW16M4 Rifle			
<b>Glock</b>			
Glock G22-GEN4, .40 CA W/Glock Night Sights W/3 High Capacity Law Enforcement Mags			
Glock G21-GEN4, .40 caliber with Glock Night Sights with 3 High Capacity Law Enforcement Magazines			
Glock 23			
31/G4, .357 SIG.CA W/Glock Night Sights, 3 High Capacity Mags			
32/G4, .357 SIG.CA, W/Glock Night Sights, 3 High Capacity Mags			
Glock 22 4TH GEN, .40 CA, W/Night Sights & Engraved			
<b>Heckler &amp; Koch</b>			
MP-5 9MM SUBGUN			
<b>IWI</b>			
IWI Tavor X-95			
<b>Mossberg</b>			
500, 12 gauge pump shotgun, bead site, synthetic stock, Marinecote finish			
<b>Remington</b>			
.870, .12 GA Shotgun			
870 Police Magnum, 20" Barrel Synthetic Stock			
700 LTR Police Sniper Rifle			
<b>Sig Sauer</b>			
P320 Carry, .45 cal	Q3 LE Pricelist	7/1/2016 (MSRP \$679, \$441)	35.0%
516, .223 cal	Q3 LE Pricelist	7/1/2016 (MSRP \$1,794, \$1,166)	35.0%
P226R	Q3 LE Pricelist	7/1/2016 (MSRP \$1087, \$663)	39.0%
M400 MOE Rifle	Q3 LE Pricelist	7/1/2016 (MSRP \$1413, \$918)	35.0%



## Non-Core Item Worksheet

Vendor:

Sig Sauer, Inc.

**Ammunition**

Manufacturer	Category	CatalogID/Price List Name	CatalogID/Price List Name Date	Vendor Discount
Speer	XI			
Remington	XII			
Federal	XIII			
Winchester	XIV			
Hornady*	XV			

\* Manufacturer products currently used by local governments